

10/09/2012



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103650300

RECORDATION FORM
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Outside the Classroom, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EverFi, Inc.

Street Address: 2715 M Street, NW

City: Washington

State: District of Columbia

Country: USA Zip: 20007

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 9-17-2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

78919931; 78651240; 78648441; 78283225; 78154159;
77440429; 77247753; 76216546; 76216545

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sheri S. Mason

Internal Address: 4th Floor

Street Address: 230 Third Avenue

City: Waltham

State: Massachusetts Zip: 02451

Phone Number: 781-697-2267

Docket Number:

Email Address: trademark@mabbp.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/09/2012 AMULLINS 00000042 503655 78919931
 01 FC:8521 48.00 DA
 Deposit Account Number 503655 226 04 10
 Authorized User Name Sheri S. Mason

9. Signature:

Sheri S. Mason
Signature

9/26/2012
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004887 FRAME: 0696

10-9-12

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective as the execution date by and between Outside the Classroom, Inc., a corporation organized and existing under the laws of the state of Delaware, having a place of business at 199 Wells Avenue, Suite 211, Newton, Massachusetts 02459, (hereinafter "Assignor"), and EverFi, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 2715 M Street, NW Washington, District of Columbia 20007 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks identified on Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignee is and desires to acquire Assignor's entire interest in the Trademarks.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said License Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee, for themselves, their successors, assigns and legal representatives, have and hereby do covenant, bargain and agree as follows:

1. Assignment. Subject to any rights retained by Assignor as set forth in the License Agreement, Assignor has sold, assigned, transferred and conveyed, and by these presents does hereby sell, assign, transfer and convey to Assignee, its successors, assigns and legal representatives, its entire right, title and interest it may now have, may ever have had or may ever have, in and to the Trademarks and the rights and privileges relating to all choses in action pertaining to such Trademarks, including the right to sue for and collect damages and other recoveries, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the exploitation or defense of rights and registrations pertaining to such Trademarks.

2. Further Assurances. Assignor shall assist and cooperate with Assignee in every proper and lawful way to evidence, record and perfect the assignment set forth herein, and to perfect, obtain, maintain, enforce, and defend any rights assigned hereunder, including, but not limited to, the execution and delivery of all lawfully requested papers required to evidence, record, perfect, obtain, maintain, enforce or defend the assignment set forth herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

4. Miscellaneous. This Trademark Assignment Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed as a sealed instrument by its duly authorized representative.

Outside the Classroom, Inc.

By: Suean Sq
(Authorized Signatory)
SUE SQUIRES
(Printed Name)

Title: SUE SQUIRES, VICE PRESIDENT OF FINANCE

Date: SEPTEMBER 17, 2012

4C.

Mark	Serial No.	Atty Docket No.	Filing Date	Reg. No.
THE COLLEGE EFFECT	78919931	CLASTM16	June 29, 2006	3446957
ALCOHOL INNERVIEW	78651240	CLASTM01	June 15, 2005	3339303
PREVENTION EDU	78648441	CLASTM13	June 10, 2005	3175668
POPULATION- LEVEL PREVENTION	78283225	CLASTM12	August 5, 2003	2943054
OUTSIDE THE CLASSROOM	78154159	CLASTM11	August 14, 2002	2769251 /
SEXUALASSA ULTEDU	77440429	CLASTM15	April 4, 2008	3633880
MENTALHEAL THEDU	77247753	CLASTM06	August 6, 2007	3632146
OUTSIDE THE CLASSROOM	76216546	CLASTM10	February 27, 2001	2719838
ALCOHOLEDU	76216545	CLASTM02	February 27, 2001	2725232